

FORM 68-F

THIS DOCUMENT IS PROVIDED AS A FORM. IT CONTAINS VARIOUS PROVISIONS THAT MUST BE SET FORTH IN A JUDGMENT. PARAGRAPHS ARE SEQUENTIALLY NUMBERED EVEN THOUGH MANY ARE ALTERNATIVES TO BE USED BASED UPON THE FACTS IN EACH CASE. THE BOLD PORTIONS AT THE TOP OF THIS FORM, AS WELL AS ALL INAPPLICABLE OPTIONS THROUGHOUT THE DOCUMENT, SHOULD BE DELETED AND PARAGRAPHS PROPERLY NUMBERED BEFORE SUBMITTING THE JUDGMENT TO THE COURT.

(PATERNITY JUDGMENT)

CIRCUIT COURT OF _____ COUNTY, MISSOURI

_____)	
a minor,)	
SSN: _____)	
by next friend,)	
_____,)	
and)	
_____,)	
SSN: _____)	
Individually,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
_____)	
SSN: _____)	
)	
Defendant.)	Case No. _____

JUDGMENT ESTABLISHING PATERNITY

Plaintiff appeared in person and by counsel, _____. Defendant appeared not in person, nor by counsel, although duly served. **OR** not in person, nor by counsel, having filed an Entry of Appearance. **OR** in person and by counsel, _____. **OR** in person, *pro se*.

The Court took up for hearing the Petition to Establish Paternity, Custody and Child Support, witnesses were sworn, evidence adduced and (plaintiff **OR** the parties) rested. On the evidence adduced the Court finds as follows:

1. This action was filed on or about May 10, 1999, under the authority of Section 210.817, et seq., RSMo, Plaintiff ____ and Defendant ____ having never been married.

2. Plaintiff ____ and the minor child are residents of ____ County, Missouri, Defendant ____, is a resident of ____ County.

3. The court has jurisdiction over the subject matter and the parties.

4. The parties' social security numbers are as set forth in the caption.

5. The minor child, _____, was born on _____, of _____ and the minor child's social security number is: _____.

6. Plaintiff's address is _____ and Defendant's address _____.

7. Neither Plaintiff nor Defendant have participated in any other custody proceedings regarding the custody of the minor child in this or any other state; that neither Plaintiff nor Defendant have any information concerning any custody proceedings regarding said minor child pending in any court of this or any other state; that neither Plaintiff nor Defendant know of any other person not a party to this cause of action who has actual physical custody of said minor child or claims to have custody or visitation rights with respect to said minor child.

8. _____ has filed a Parenting Plan which the Court has reviewed and finds that it is in the best interests of the minor child with custody to be awarded as follows:

9. The parties should be awarded joint legal and joint physical custody.

OR

10. The parties should be awarded joint legal custody with ____ being awarded sole physical custody.

OR

11. ____ should be awarded sole legal and sole physical custody.

12. Plaintiff ____ is employed full-time earning \$_____ per month.

Defendant is employed full-time earning \$_____ per month.

13. ____ has work-related child-care costs in the amount of \$_____ per month.

14. Neither parent has health insurance available for the minor child and it is not economically possible for either parent to provide medical insurance coverage at this time.

OR

15. _____ has medical insurance available for the minor child through place of employment at a cost of \$_____ per month. The Court has reviewed all of the factors set forth in Section 454.603.2 RSMo and finds that the medical insurance available for the minor child through ____'s place of employment is best insurance available at this time.

16. The Court has reviewed the Form 14 submitted by _____ and finds that the presumed amount of child support is just and appropriate under the circumstances of this case.

OR

17. The Court has review the Form 14 submitted by _____ and finds that the presumed amount of child support is unjust and inappropriate under the circumstances of this case because _____.

17. **(if applicable)** _____ is entitled to necessities and birth expenses in the amount of \$____.

OR

18. The parties agreed that there are necessities and birthing expenses in the amount of \$_____ and _____ has agreed to pay \$_____ per month, through wage assignment, toward said amount until it is paid in full.

19. **(if applicable)** Arrearages are due the State of Missouri in the amount of \$_____.

20. _____ is **OR** is not _____ in a position to pay toward _____'s attorney fees.

21. The next friend has adequately protected the rights of the minor child.

22. **(If a GAL)** The Guardian ad Litem is entitled to fees in the amount of \$_____.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

23. _____ is declared to be the biological father of _____, a ___male minor child, born _____, SSN: _____.

24. The parties are awarded joint legal and joint physical custody of the minor child as set forth in the attached Parenting Plan. The Parenting Plan is marked "Judgment Exhibit ____", incorporated herein by reference, and all terms thereof not in

conflict with other provisions of this judgment, are adopted and to be followed by the parties.

OR

25. The parties are awarded joint legal custody of the minor child and ____ is awarded sole physical custody, care and control of the minor child subject to ____'s right to visitation as set forth in the attached Parenting Plan. The Parenting Plan is marked "Judgment Exhibit ____", incorporated herein by reference, and all terms thereof not in conflict with other provisions of this judgment, are adopted and to be followed by the parties.

OR

26. ____ shall have sole legal and sole physical custody, care, and control of the minor child, subject to ____'s right to visitation as set forth in the attached Parenting Plan. The Parenting Plan is marked "Judgment Exhibit ____", incorporated herein by reference, and all terms thereof not in conflict with other provisions of this judgment, are adopted and to be followed by the parties.

27. The mailing address for the minor child ____ for educational purposes shall be: _____.

28. Absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify, in writing by certified mail, return receipt requested, and at least sixty days prior to the proposed relocation, each party to this action of any proposed relocation of the principal residence of the child, including the following information: (1) The intended new residence, including the specific

address and mailing address, if known, and if not known, the city; (2) The home telephone number of the new residence, if known; (3) The date of the intended move or proposed relocation; (4) A brief statement of the specific reasons for the proposed relocation of the child; and (5) A proposal for a revised schedule of custody or visitation with the child. Your obligation to provide this information to each party continues as long as you or any other party by virtue of this order is entitled to custody of a child covered by this order. Your failure to obey the order of this court regarding the proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, your failure to notify a party of a relocation of the child may be considered in a proceeding to modify custody or visitation with the child. Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

29. _____ shall pay to the Family Support Center, **(if an automatic wage withholding: P.O. Box 109001, Jefferson City, MO 65110-9001) OR (if no automatic wage withholding: P.O. Box 109002, Jefferson City, MO 65110-9002)** , as Trustee for _____, as and for child support for the minor child, the sum of _____ (\$____) per month with the first such payment for the month of _____ and payable on _____, and a like amount on the _____ of each month thereafter. This child support obligation shall continue in effect until the payor is no longer obligated to pay same or until subsequent order of the Court.

30. **(if applicable)** In addition to current child support, _____ shall pay to the Family Support Center, **(if an automatic wage withholding: P.O. Box 109001, Jefferson City, MO 65110-9001) OR (if no automatic wage withholding: P.O. Box**

109002, Jefferson City, MO 65110-9002) , as Trustee for _____, as and for necessities and birthing expenses for the minor child, the sum of _____ (\$____) which shall be payable at the rate of _____ (\$____) per month with the first such payment for the month of _____ and payable on _____, and a like amount on the ____ of each month thereafter.

31. **(if applicable)** In addition to current child support, _____ shall pay to the Family Support Center, **(if an automatic wage withholding:** P.O. Box 109001, Jefferson City, MO 65110-9001) **OR (if no automatic wage withholding:** P.O. Box 109002, Jefferson City, MO 65110-9002) , toward the arrearage due the State of Missouri the sum of _____ (\$____) which shall be payable at the rate of _____ (\$____) per month with the first such payment for the month of _____ and payable on _____, and a like amount on the ____ of each month thereafter.

32. An automatic wage withholding shall be initiated against the wages of _____ at place of employment: (name and address).

OR

33. No automatic wage withholding shall be initiated because _____.

34. The medical insurance available for the minor child through _____'s place of employment is found to be the best coverage available at this time. _____ shall cause said minor child to continue to be covered by medical, health and hospitalization insurance in the form now provided by the employer. In the event said employment is lost, _____ shall obtain a private policy of similar coverage. This order is in the nature of child support and is modifiable.

OR

35. Neither parent is ordered to provide medical insurance coverage for the minor children at this time. This order is in the nature of child support and is modifiable.

36. Pursuant to §454.603.5 RSMo _____ shall be liable for _____% of the medical or dental expenses for the minor child that are not covered by health benefit plan coverage because the Court finds that said plan does not cover all such expenses; each parent has the financial resources to contribute to said uncovered medical and dental expenses; and each parent has substantially complied with the terms of the health benefit coverage. Medical and dental expenses are defined to be those expenses deductible for federal income tax purposes, including but not limited to: insurance deductibles, doctor's visits, dental visits, orthodontia, eye exams and glasses, and prescription drugs. The parent incurring out-of-pocket medical expenses shall advise the other parent, in writing, in a timely manner of all medical expenses incurred and, within thirty (30) days of the receipt of any bill or insurance notice that all claims have been processed and paid (whichever is later), shall forward same to the other parent for payment of his or her share. Each parent shall pay his or her share of the unpaid medical expenses within sixty (60) days of the receipt of the final bill.

37. _____ shall receive the federal and state income tax exemptions for the minor child.

38. No attorney fees are awarded.

OR

39. _____ shall pay to _____ the sum of \$_____ as and for attorney fees in this case.

40. **(If a GAL)** The Guardian ad Litem is allowed a fee in the amount of \$_____ which is taxed as costs.

41. All other relief requested by either party is denied.

42. Costs are assessed against _____.

43. The Clerk shall forward a certified copy to counsel of record and any unrepresented parties.

Judgment Entered and So Ordered: _____

Judge